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It Couldn't Be Done - But It Was

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3. A offers a reward to anyone who will deliver to him a certain book or who will promise to do so. B, who owns the book requested, learns of the offer, but is not induced thereby to part with the book. C, learning of the facts, threatens B with such personal violence unless he delivers or promises to deliver the book to A that, rather than fail to comply with C's demand, B would have given A the book for nothing, but knowing of the offer he determines to accept it, and he either gives A the book or promises A to do so. On the first supposition there is a unilateral contract; on the second a bilateral contract.

4. A writes an offer to B, which he encloses in an envelope and stamps. Shortly afterwards, he decides not to send the offer and determines to throw the letter into his wastebasket. Absent-mindedly, he takes it up with other letters and deposits it in a mail chute. It is delivered to B, who accepts the offer. There is a contract.

Annual Meeting—Minot—September

IT COULDN'T BE DONE—BUT IT WAS

The Supreme Court of the United States represents the last word in judicial dignity and interpretation of law, but it has doubtless fallen into error on several occasions, and in at least one case it admitted the error before the final decision was written. Hon. Chas. E. Hughes, in his book on "The Supreme Court of the United States", relates the incident in the following manner: "I may mention an interesting incident which the published reports of the Court fail to show. I refer to *American Emigrant Company vs. County of Adams*, 100 U. S. 61.

"The case was argued at the end of November, 1878, and the decision was announced in the middle of the following December. Counsel for appellant filed a petition for rehearing, which was denied. Being unconvinced, the appellant retained General Benjamin Butler, who went into open Court and asked for permission to file a second petition, stating that he was sure that the Court had inadvertently fallen into error, and that he was confident that if the Court would take the time to read his petition they would thank him for calling the matter to their attention.

"Before this, to ask twice for a rehearing was unheard of; and it is said that the Court was quick to show its disapproval of the innovation, and severe in its criticism of General Butler. But, feeling sure of the justice of his cause, and with his accustomed audacity, he stood his ground, with the result that the minutes of April 14, 1879, show this entry: 'On motion of Mr. B. F. Butler it is ordered that the mandate be withheld in this case for the present.'

"The Court then considered the second petition for rehearing, and on April 21, 1879, a rehearing was ordered. The case was re-argued in the following October, and in November the former decision was unanimously reversed."

Annual Meeting—Minot—September

CRIME THEORIZING

A well-written article appearing in the June issue of the *Kiwanis Magazine*, penned by Prof. H. E. Willis, formerly of the North Dakota